

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR MALHEUR COUNTY

MADALYN AND KHALID KHAN,
an individual,

Plaintiff,

v.

JAYCO, INC, a Foreign Profit Company

Defendant.

Case No. _____

SUMMONS

TO: Jayco, Inc. c/o Registered Agent CT Corporation System 334 N. Senate Avenue
Indianapolis, Indiana 46204

You are hereby required to appear and defend the Complaint filed against you in the above entitled action within thirty (30) days of the date of service of this Summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the Court for the relief demanded in the Complaint.

NOTICE TO DEFENDANT: READ THESE PAPERS CAREFULLY!

You must “appear” in this case or the other side will win automatically. To “appear,” you must file with the Court a legal paper called a “Answer” or “Motion.” The “Motion” or “Answer” must be given to the court clerk or administrator within thirty (30) days along with the required filing fee. It must be in proper form and have proof of service on the Plaintiff’s attorney, or, if the Plaintiff does not have an attorney, proof of service on the Plaintiff. If you have questions, you should see an attorney immediately. If you need help finding an attorney, you may contact the Oregon State Bar’s Lawyer Referral Service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll free elsewhere in Oregon at (800) 452-7636.

/s/ Jessica Molligan

Jessica Molligan, OSB # 001823
Attorney for Plaintiff

1 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
2 **FOR THE COUNTY OF MALHEUR**

3 Madalyn I. Saheb Khan and
4 Khalid Saheb Khan, individuals,

5 Plaintiffs,

6 vs.

Case No.:

7 Jayco, Inc.,
8 a Foreign Profit Corporation,

COMPLAINT

Amount Claimed: \$110,737.00

9 Defendant.

10 **JURY TRIAL DEMANDED**
11 **COMPLAINT AND JURY DEMAND**

12 NOW COME Plaintiffs, Madalyn I. Saheb Khan and Khalid Saheb Khan, by and
13
14 through their attorneys, Lemon Law Group Partners PLC, and submit the following as their
15 Complaint against Defendant Jayco, Inc.

16 **PARTIES, JURISDICTION AND VENUE**

- 17 1. Plaintiffs Madalyn I. Saheb Khan and Khalid Saheb Khan are individuals residing at 305
18 S. Oregon Street, Ontario, Oregon 97914.
- 19 2. Defendant Jayco, Inc. is a foreign profit corporation doing business throughout the State
20 of Oregon. Jayco, Inc. (hereinafter “Defendant Manufacturer” or “Defendant Jayco”) may be
21 served through its registered agent, CT Corporation System, 334 N. Senate Avenue,
22 Indianapolis, Indiana 46204.
- 23 3. The transactions and occurrences involved in this action took place in the State of
24 Oregon, County of Malheur.

COMMON AVERMENTS

4. On or about July 12, 2019, Plaintiffs purchased a new 2019 Entegra 36U Motorhome, VIN: 1F66F5DY7J0A12866 from an Authorized Dealership (hereinafter “Vehicle”). Please see Exhibit A: Purchase Agreement.

5. At the time of purchase, the Vehicle was accompanied by a factory warranty which, in relevant part, provided for a two (2) year – 24,000 mile limited warranty (the “Warranty”). Please see Exhibit B: Pertinent Portion of Warranty. Full warranty is in Defendant’s Possession.

6. The Subject Vehicle was purchased primarily for personal, family, and/or household purposes.

7. Defendant Manufacturer’s warranty covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

8. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted.

9. Shortly after purchase, Plaintiffs noticed defects in the vehicle and returned the vehicle to an Authorized Dealership to repair the defects on at least four (4) occasions for defects to the Subject Vehicle including: low oil pressure, engine loses oil pressure and knocks, long block assembly defects necessitating replacement, vehicle will not move when in Drive, transmission defects necessitating replacement, knocking noise heard from oil pan while vehicle is running, vehicle required towing in to service, short block defects necessitating replacement, noise from transmission when going into Drive, grinding noise in every gear besides Neutral and Park, and front pump and torque converter defects necessitating replacement. Please see Exhibit C: Repair Orders.

10. Subject Vehicle has been out-of-service for at least sixty-six (66) total days for the aforementioned repairs. Please see Exhibit C.

11. Despite the prolonged time during which the Subject Vehicle has been out-of-service, Authorized Dealership has failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

12. The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.

13. Despite Plaintiffs' repeated efforts to allow Defendant Manufacturer the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

14. The Vehicle still has issues including engine defects.

15. Plaintiffs directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiffs' defective Vehicle and to reimburse Plaintiffs pursuant to their rights under State and Federal Laws. Please see Exhibit D: Written Notification, and Exhibit E: Return Receipt.

16. This cause of action arises out of the Defendant's Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act as set forth in this Complaint.

17. Plaintiffs seek judgment against Defendant in whatever amount that Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.

18. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

COUNT I
BREACH OF FACTORY WARRANTY

19. Plaintiffs fully repeat and incorporate Paragraphs 1 through 18, as set forth above.

20. Defendant Jayco extended to Plaintiffs a two (2) year – 24,000 mile limited warranty ("Warranty").

21. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranty.

22. Defendant Jayco has failed to honor the terms of the Warranty.

23. Defendant Jayco has failed or refused to repair the issues which include engine defects.

24. As a result of the actions set forth above, Defendant Jayco has breached its warranty.

25. As a result of Defendant Jayco's breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant Jayco in an amount to be proven at trial, including all consequential damages, incidental damages, equitable remedies, costs, interest, and attorney fees.

COUNT II
BREACH OF MAGNUSON-MOSS WARRANTY ACT

26. Plaintiffs fully repeat and incorporate Paragraphs 1 through 25, as set forth above.

27. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

28. Plaintiffs are "consumer"s as defined by 15 USC § 2301(3).

29. Defendant Jayco is a "supplier" and "warrantor" as defined by 15 USC § 2301(4)(5).

30. The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).

31. 15 USC § 2310(d)(1)(A), requires Defendant Jayco, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

32. The actions of Defendant Jayco as hereinabove described, in failing to tender the Subject Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.

33. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendant Jayco, Defendant Jayco has failed and refused to cure any defects and non-conformity with the Subject Vehicle.

34. As a result of Defendant Jayco's breach of factory warranty as set forth above, and Defendant Jayco's failure to honor its obligations under its warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.

35. Defendant Jayco had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

36. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

COUNT III
PLAINTIFFS' CLAIM OF VIOLATION OF
OR REV STAT §§ 646A.400 – 646A.418; §§ 646A.325 – 646A.327
"LEMON LAW"

37. Plaintiffs repeat and incorporate Paragraphs 1 through 36, as set forth above.

38. Plaintiffs are "consumer"s under the Lemon Law, OR Rev Stat § 646A.400(2).

39. The Subject Vehicle is a "motor vehicle" under the Lemon Law, OR Rev Stat § 646A.400(4).

40. It is presumed that the Subject Vehicle has been subject to a reasonable number of repair attempts for the aforementioned defects if, during the two-year period following the date of original delivery of the motor vehicle to a consumer or during the period ending on the date on which the mileage on the motor vehicle reaches 24,000 miles, whichever period ends first, OR Rev Stat § 646A.406(1):

(1) The manufacturer or an agent or authorized dealer of the manufacturer has subjected the nonconformity to repair or correction three or more times and has had an opportunity to cure the defect alleged, but the nonconformity continues to exist; OR Rev Stat § 646A.406(1)(a); or

(2) The motor vehicle is out of service by reason of repair or correction for a cumulative total of 30 or more calendar days, OR Rev Stat § 646A.406(1)(b);

41. The Subject Vehicle has been subjected to repair on four (4) occasions and has been out of service for sixty-six (66) days during the earlier of the two-year period following the date of original delivery of the Subject Vehicle or the date on which the Subject Vehicle reaches 24,000

1 miles. All attempted repairs were unsuccessful as the Subject Vehicle continues to have the
2 aforementioned defects.

3 42. The aforementioned defects substantially impair the use or value of the Subject Vehicle
4 to Plaintiffs and prevent the Subject Vehicle from conforming to the Manufacturer's factory
5 warranty.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiffs pray for judgment as follows:

- 8 (1) For actual damages according to proof at trial;
9
10 (2) For Defendant to accept return of the Subject Vehicle in exchange for full purchase
11 price returned to Plaintiffs;
12
13 (3) For attorney's fees and costs of suit incurred herein;
14
15 (4) For such other and further relief as the court deems just and proper under
16 the circumstances;
17
18 (5) That all issues be tried before a jury.

19 Dated: 4 day of September, 2020.

20 Respectfully submitted,

21 **LEMON LAW GROUP PARTNERS PLC**

22 By: s/n Jessica Molligan
23 Jessica Molligan (OSB 001823)
24 Lemon Law Group Partners
25 3323 Northeast 163 Street, Suite 504
26 North Miami Beach, FL 33160
27 Tel. No.: (888) 415-0610
28 info@lemonlawgrouppartners.com
eservice@lemonlawgrouppartners.com

6

COMPLAINT

LEMON LAW GROUP PARTNERS PLC
3323 NORTHEAST 163 STREET, SUITE 504
NORTH MIAMI BEACH, FL 33160

EXHIBIT A

7

COMPLAINT

LEMON LAW GROUP PARTNERS PLC
3323 NORTHEAST 163 STREET, SUITE 504
NORTH MIAMI BEACH, FL 33160

BRETZ RV & MARINE
4180 BROADWAY
BOISE ID
208-388-4678

C.# 221246
FI.# 45598

PURCHASE AGREEMENT

PAGE 1 OF 2

In this contract the words I, me and my refer to the Buyer and Co-Buyer signing this contract. The words you and your refer to the Dealer.
Subject to the terms and conditions on both sides of this agreement, you agree to sell and I agree to purchase the unit described below.

BUYER(S)	MADALYN I SAHEB KHAN	KHALID SAHEB KHAN	DATE	07/12/19
ADDRESS	305 SOUTH OREGON STREET ONTARIO, OR		97914	COUNTY MAUHLEK
SALESPERSON	MARCOS F. ESSE	RES. PHONE	208-353-4685	MOBILE PHONE
YEAR	19	MAKE	EMBLEM	36U
MODEL	CLASS A MOTORHOME		STOCK NUMBER 61025	
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	SERIAL NUMBER	1F66F5DY7J0A12866		
SERIAL NUMBER 2	SERIAL NUMBER 3		1K1DU8078	

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES	BASE PRICE OF UNIT	\$	110737.00
PDI RECHECK FOR DELIVERY	OPTIONAL EQUIPMENT	ECOPRO	
INSTALL WASHER DRYER COMBO	SUB-TOTAL	\$	110737.00
			N/A
	SALES TAX (If State Required)	\$	N/A
	1. CASH PURCHASE PRICE	\$	110737.00
	Trade-In Allowance	\$	N/A
	Less Bal. Due on Above	\$	N/A
	NET ALLOWANCE	\$	N/A
	Cash Deposit	\$	111000.00
	Rebate	\$	N/A
	2. LESS TOTAL CREDITS	\$	111000.00
	SUB-TOTAL	\$	-263.00
RECEIVED \$1,000 NON REFUNDABLE DOWN PAYMENT BALANCE DUE 7/8/19 IN A CASHIER CHECK RESOLVE BED SLIDE SQUEAL	NON-TAXABLE ITEMS	\$	N/A
	VARIOUS FEES AND INSURANCE	\$	14.00
	DOCUMENTATION FEE	\$	249.00
MANUFACTURES REBATE			N/A
DEALER REBATE			N/A
	3. Unpaid Balance of Cash Sale Price	\$	N/A

DISCLAIMER OF WARRANTIES AND DAMAGES, "AS IS", MEDIATION

You and I certify that the additional terms and conditions printed on the back of this Agreement are agreed to, the same as if printed above the signature. I am purchasing the above described unit; the optional equipment and accessories; that my trade-in is free from all claims whatsoever, except as noted. It is also mutually understood that this Agreement is subject to necessary corrections, and adjustments concerning changes in net payoff on trade-in, to be made at the time of settlement. I acknowledge that I have received a statement of my rights as a new motor vehicle buyer as required by law.

I UNDERSTAND THAT THE UNIT I AM PURCHASING MAY HAVE WRITTEN WARRANTIES COVERING IT, BUT THAT THESE WARRANTIES ARE OFFERED BY THE MANUFACTURERS OF THE UNIT, ITS COMPONENTS AND/OR ITS APPLIANCES. THESE WARRANTIES HAVE BEEN PROVIDED TO ME AND I HAVE READ AND UNDERSTAND THEM. I UNDERSTAND THAT YOU OFFER NO WARRANTIES, EXPRESS OR IMPLIED, ON THIS UNIT. THIS UNIT IS SOLD "AS IS" BY YOU, AND YOU DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, DELIVERY BY YOU TO ME OF ANY WARRANTY DOES NOT MEAN THAT YOU ADOPT THAT WARRANTY. I ACKNOWLEDGE THAT ANY WARRANTY MADE BY THE MANUFACTURER(S) HAS NOT BEEN MADE BY YOU, EVEN IF THEY SAY YOU MADE THEM, OR SAY YOU MADE SOME OTHER WARRANTY. ALTHOUGH I MAY BE ABLE TO OBTAIN SERVICE WORK FROM YOU, YOU ARE NOT AN AGENT OF ANY MANUFACTURER FOR PURPOSES OF OFFERING A WARRANTY.

I acknowledge that upon you forwarding or delivering a copy of this agreement containing your signature to me, my agreement to purchase the unit, and all other covenants and conditions contained in this agreement, shall become binding, and I shall have no right to cancel or rescind this agreement, return the unit or receive a refund of any payments I have made or am obligated to make to you.

THIS PURCHASE AGREEMENT, ALONG WITH THE STATEMENT OF UNDERSTANDING, CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME. NO ONE HAS AUTHORITY TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OR WRITTEN HAVE BEEN MADE, WHICH ARE NOT CONTAINED ON THESE DOCUMENTS. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE REVERSE SIDE, WHICH INCLUDE A MEDIATION AGREEMENT AND AN "AS IS" CLAUSE, AND THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Acceptance: I have read and understand this Agreement, including the backside, which contains a Mediation Agreement and "As Is" clause.

SIGNED X *Madaly Sku* BUYER

SIGNED X *Khalid* BUYER

Manager's Signature

Printed Name

Donna Sasson

TRADE IN #1	YR	MAKE
MODEL	SERIAL #	ODOMETER
AMOUNT OWING TO WHOM:		
TRADE IN #2	YR	MAKE
MODEL	SERIAL #	ODOMETER
AMOUNT OWING TO WHOM:		

WHITE - Original

CANARY-Duplicate

PINK - Triplic

RV3, RV5, BCS FEBRUARY 2019

EXHIBIT A

Page 9 of 21

EXHIBIT B

9

COMPLAINT

LEMON LAW GROUP PARTNERS PLC
3323 NORTHEAST 163 STREET, SUITE 504
NORTH MIAMI BEACH, FL 33160

1 ENTEGRA COACH WARRANTY Our family is proud to stand behind every
2 Entegra Coach we build. Our commitment is to provide the highest level of
3 products and services possible. We invite you to compare our limited warranty
4 with other manufacturers—we think you'll find that your satisfaction is our lifelong
5 passion. The Entegra Coach ("Entegra") limited warranty covers this recreational
6 vehicle ("RV") when used only for its intended purpose of recreational travel and
7 camping and for two (2) years after the first retail owner takes delivery, or the first
8 twenty-four thousand (24,000) miles of use, whichever occurs first. This warranty
9 is transferable to a second owner for Insignia, Aspire, Anthem and Cornerstone
10 only. It covers RVs sold by an authorized dealer and used in the United States,
11 U.S. Territories and Canada, only. In addition to the limited warranty, Entegra
12 luxury diesel products (Aspire, Anthem, Cornerstone) carry a structural limited
13 warranty for five (5) years after the first retail owner takes delivery. Other Entegra
14 Coach products (Odyssey, Esteem, Qwest, Vision, Vision XL, Emblem, Accolade,
15 Reatta, Reatta XL) carry a structural limited warranty for three (3) years after the
16 first retail owner takes delivery. This warranty covers the structure of the
17 recreational vehicle (defined as only the steel or aluminum frame structure for the
18 sidewalls (excluding slide outs), roof and rear and front walls). For complete
19 details, contact your nearest Entegra dealer.
20
21
22
23
24
25
26
27
28

EXHIBIT C

11

COMPLAINT

LEMON LAW GROUP PARTNERS PLC
3323 NORTHEAST 163 STREET, SUITE 504
NORTH MIAMI BEACH, FL 33160

87
Repair

CUSTOMER #: J0A12866

226792



MADALINE KAHN

INVOICE

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520
Mountain Home, Idaho 83647
Local 208-580-1000
Toll Free 1-800-743-3326 * Fax 208-587-5291

PAGE 1

HOME:208-353-4685 CONT:208-353-4685

BUS:

CELL:

SERVICE ADVISOR: 434 TINA NELSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BROWN	18	FORD CHASSIS	1F66F5DY7J0A12866		2310/2328	T2728	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21DEC17 DD			17:00 08AUG19		VAR	CASH	23AUG19
R.O. OPENED		READY	OPTIONS:				

08:48 08AUG19 11:54 23AUG19

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUSTOMER STATES THERE IS LOW OIL PRESSURE, CHECK AND ADVISE

F20000 GENERAL REPAIRS

562WF001

1 HU9Z*6006*A SERVICE ENGINE ASY

4 *W707753*S900 STUD

4 *W520514*S440 NUT - ADJUSTING SCREW

4 *W715618*S437 NUT

8 F1AZ*6379*A BOLT - HEX HEAD

10 4R3Z*9439*AA GASKET - INTAKE MANIFOLD

2 CC3Z*9448*A GASKET

2 CC3Z*9448*B GASKET

20 *W701706*S2 NUT - HEX.

1 3L3Z*8C387*AC GASKET

1 3L3Z*8C388*AC GASKET

1 F1VY*8255*A SEAL - THERMOSTAT

2 *W704593*S100 SEAL

1 VC*3DIL*B ANTI-FREEZE

1 HANDLG HANDLING ALLOWANCE

2 XT10QLVC FLUID

(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
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(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)

DUPLICATED COMPLAINT, FOUND ENGINE TO START BUT WOULD LOSE OIL PRESSURE AND KNOCK WHEN RMP IS BROUGHT UP. PERFORMED OIL PRESSER TEST AND FOUND 10 PSI AT IDLE AND 30PSI AT 2,000RPM. REMOVED OIL FILTER AND CUT OPEN FOUND OIL FILTER ELEMENT TO BE FULL OF METAL. DISASSEMBLED DASH FOR ACCESS TO DOG HOUSE, REMOVED DOG HOUSE FOR ACCESS TO TOP OF ENGINE, REMOVED EXHAUST Y-PIPE, REMOVED TRANSMISSION FOR REMOVAL OF ENGINE WAS TO BE OUT THE BOTTOM AND OUT THE TRANSMISSION AREA, REMOVED LEFT EXHAUST MANIFOLD TO BE ABLE TO REMOVE OIL DIP STICK, REMOVED ENGINE WIRE HARNESS, REMOVED INTAKE, REMOVED COOLANT CROSS OVER AND ALTERNATOR FOR ENGINE REMOVAL, REMOVED ENGINE LONG BLOCK ASY, PERFORMED TEAR DOWN ON ENGINE TO DETERMINE FAILURE AND WHAT WAS NEEDED FOR REPAIR, FOUND CAM CAPS ALL SCORED, FOUND MULTIPLE CYLINDERS TO HAVE VERTICAL SCORING MOSTLY CYLINDER 1, REMOVED OIL AND AND FOUND LARGE BEARING MATERIAL CHUCKS IN THE OIL PAN AND FOUND LOTS OF PLAY IN SEVERAL ROD CAPS/BEARING MOSTLY CYLINDER 1. PERFORMED COST CAP RESULTS



Quick Lane Service
Open 6 days a week
7:30 am to 6:00 pm

No appointment necessary!
All makes and models!

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

EXHIBIT A
Page 13 of 21

CUSTOMER #: J0A12866

226792



INVOICE

MADALINE KAHN

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520
Mountain Home, Idaho 83647
Local 208-580-1000
Toll Free 1-800-743-3326 * Fax 208-587-5291

PAGE 2

PHONE: 208-353-4685 CONT: 208-353-4685

S: CELL:

SERVICE ADVISOR: 434 TINA NELSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BROWN	18	FORD CHASSIS	1F66F5DY7J0A12866		2310/2328	T2728	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21DEC17 DD			17:00 08AUG19		VAR	CASH	23AUG19
R.O. OPENED	READY	OPTIONS:					
08:48 08AUG19	11:54 23AUG19						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

WERE TO REPLACE LONG BLOCK ASY, SUBMITTED TO PRIOR APPROVAL AND RECEIVED APPROVAL CODE THNR514261. ASSEMBLED OLD LONG BLOCK FOR RETURN, REPLACED LONG BLOCK AND ASSEMBLED RV. TOPPED OFF TRANSMISSION FLUID, CHECKED ENGINE OIL LEVEL, CLEARED CODES, AND TEST DROVE TO VERIFY REPAIR. LONG BLOCK R&R, PRIOR APPROVAL, HALF OF ENGINE REBUILD FOR TEAR DOWN, OIL PRESSURE TEST, DIAG, POST TEST DRIVE, TRANSMISSION R&I, ALL OTHER TIME IS M-TIME FOR MOTOR HOME AFTER MARKET COMPONENTS REMOVALS AND EXTRA TIME IT ADDED TO ENGINE R&R.

B FORD REQUESTS OIL PRESSURE TEST AND HAS FURTHER INSTRUCTIONS ATTACHED TO RO

F20000 GENERAL REPAIRS

999CF001

0.00 0.00

QuickLane NOW OPEN FOR ALL YOUR MAINTENANCE NEEDS...WE SERVICE ALL MAKES AND MODELS!!!!

CHRYSLER

THANK YOU FOR ALLOWING US TO SERVE YOU!!!!

Jeep



RAM



Quick Lane Service
Open 6 days a week
7:30 am to 6:00 pm
No appointment necessary!
All makes and models!

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

EXHIBIT A
Page 14 of 21

2nd
Repair

CUSTOMER #: J0A12866

230943



INVOICE

MADALINE KAHN

PO BOX 4312

BOISE ID 83711

HOME: 208-353-4685 CONT: 208-353-4685

BUS:

CELL:

PAGE 1

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520

Mountain Home, Idaho 83647

Local 208-580-1000

Toll Free 1-800-743-3326 * Fax 208-587-5291

SERVICE ADVISOR: 434 TINA NELSON

BUS:		CELL:		SERVICE ADVISOR: 434 TINA NELSON			
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT	TAG
BROWN	18	FORD CHASSIS		1F66F5DY7J0A12866		7394/7404	T8197
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21DEC17 DD			17:00 06JAN20		VAR	CASH	23JAN20
R.O. OPENED		READY	OPTIONS:				

R.O. OPENED

READY

OPTIONS:

09:22 06JAN20 09:34 23JAN20

LINE OPCODE TECH TYPE HOURS

LIST

NET

TOTAL

A CUST STATES VEHICLE WILL NOT MOVE WHEN IN DRIVE. CHECK AND ADVISE

F20000 GENERAL REPAIRS

360WF001

1 HC4Z*7000*A AUTOMATIC TRANSMISSION ASY

(N/C)

1 HANDLG HANDLING ALLOWANCE

(N/C)

4 *W715618*S437 NUT

(N/C)

4 *W520514*S440 NUT - ADJUSTING SCREW

(N/C)

(N/C)

confirmed customer complaint. vehicle would not move forward or backward. hooked up ids an performed self test, no codes pulled at this time. drained fluid and inspected fluid condition. found fluid to be burnt with large amounts on metal inside the oil pan. removed and disassembled transmission. found bearing in torque converter to have gone bad causing metal throughout the transmission. found no fluid pressure and clutch pack to be damaged from metal contamination or making metal to metal contact with steels. performed cost cap and sent in prior approval. appoved replacing transmission. installed new transmission and flushed transmission coolers. reassembled vehicle and test drove vehicle. vehicle now has all gears in transmission.

QuickLane NOW OPEN FOR ALL YOUR MAINTENANCE
NEEDS...WE SERVICE ALL MAKES AND MODELS!!!!

THANK YOU FOR ALLOWING US TO SERVE YOU!!!!!!

Jeep



RAM



DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Quick Lane Service
Open 6 days a week
7:30 am to 6:00 pm
No appointment necessary!
All makes and models!

EXHIBIT A
Page 15 of 21

CUSTOMER COPY

CUSTOMER #: J0A12866

232026



INVOICE

MADALYN KHAN
PO BOX 4312
BOISE ID 83711-4312
HOME:208-353-4685 CONT:208-353-4685
BUS: CELL:

PAGE 1

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520
Mountain Home, Idaho 83647
Local 208-580-1000
Toll Free 1-800-743-3326 * Fax 208-587-5291

SERVICE ADVISOR: 434 TINA NELSON

BUS:		CELL:		SERVICE ADVISOR: 434 TINA NELSON				MILEAGE IN/ OUT		TAG
COLOR		YEAR		MAKE/MODEL		VIN		LICENSE		7466/7476
BROWN		18		FORD CHASSIS		1F66F5DY7J0A12866				TKAHN
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE
21DEC17 DD						17:00 12FEB20				VAR
R.O. OPENED		READY		OPTIONS:						
14:11 12FEB20		14:34 29FEB20								
								LIST		NET
										TOTAL

A CUST STATES THERE IS KNOCKING NOISE. TOWED IN CHECK AND ADVISE
CAUSE:

6007A1 CYLINDER ASSEMBLY SHORT BLOCK - REPLACE

(6009) - L
360WF001

1	5C3Z*6009*AA	CYLINDER BLOCK	(N/C)
1	HANDLG	HANDLING ALLOWANCE	(N/C)
1	DL1Z*6079*A	KIT - GASKET	(N/C)
1	5C3Z*6E078*AA	KIT - GASKET	(N/C)
24	9R3Z*6065*A	BOLT - HEX. HEAD	(N/C)
8	F1AZ*6379*A	BOLT - HEX. HEAD	(N/C)
4	*W715618*S437	NUT	(N/C)
20	*W703902*S403	STUD	(N/C)
20	*W701706*S2	NUT - HEX.	(N/C)
4	*W707753*S900	STUD	(N/C)
4	*W520514*S440	NUT - ADJUSTING SCREW	(N/C)
1	5L3Z*6600*A	PUMP ASY - OIL	(N/C)
2	8L3Z*12029*A	COIL ASY - IGNITION	(N/C)
1	5C3Z*6051*BA	GASKET - CYLINDER HEAD	(N/C)
1	F5RZ*6A340*B	BOLT - FLANGED HEX.	(N/C)
1	F8UZ*6622*AA	SCREEN AND COVER ASY	(N/C)
1	F1AZ*6626*A	GASKET	(N/C)
10	SP*509*	SPARK PLUG	(N/C)
3	VC*3DIL*B	ANTI-FREEZE	(N/C)
MT6009	CYLINDER BLOCK REPLACEMENT		(N/C)
	360WF001		(N/C)
MTDASH	R&R DASH		(N/C)
	360WF001		(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

360

confirmed customer complaint. knocking noise heard rom oil pan
while vehicle is running. drained engine oil and removed oil filter.



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DISCLAIMER OF WARRANTIES

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

EXHIBIT A
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232026

INVOICE

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520
Mountain Home, Idaho 83647
Local 208-580-1000
Toll Free 1-800-743-3326 * Fax 208-587-5291

PAGE 2

POWER #: J0A12866

KADALYN KHAN
PO BOX 4312
MOISE ID 83711-4312
HOME: 208-353-4685

CONT: 208-353-4685
CELL:

SERVICE ADVISOR: 434 TINA NELSON

BUS:	COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	BROWN	18	FORD CHASSIS	1F66F5DY7J0A12866		7466/7476	TKAHN
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21DEC17 DD			17:00	12FEB20	VAR	CASH	29FEB20
R.O. OPENED	READY	OPTIONS:					

14:11 12FEB20 14:34 29FEB20

LINE OPCODE TECH TYPE HOURS

found metal in oil and oil filter. removed oil pan to find metal in oil and cylinder number 2 to have spun the rod bearing, and cylinder #7 to have play in rod bearing. removed engine from vehicle and disassembled. found no damaged to any other components during inspection. replaced short block. reassembled new short block. cleaned oil pan and replaced pickup tube. due to not being able to remove all metal debris from the tube. reinstalled engine into vehicle. test drove vehicle. no more issues found at this time. (m time 6.0 hrs. for dash removal and install).

QuickLane NOW OPEN FOR ALL YOUR MAINTENANCE
NEEDS...WE SERVICE ALL MAKES AND MODELS!!!!

THANK YOU FOR ALLOWING US TO SERVE YOU!!!!

CHRYSLER

DODGE

Jeep



RAM



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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: J0A12866

232367



INVOICE

MADALYN KHAN

PO BOX 4312

BOISE, ID 83711-4312

HOME: 208-353-4685 CONT: 208-353-4685

BUS:

CELL:

PAGE 1

MOUNTAIN HOME AUTO RANCH

2800 American Legion Blvd * P.O. Box 520

Mountain Home, Idaho 83647

Local 208-580-1000

Toll Free 1-800-743-3326 * Fax 208-587-5291

SERVICE ADVISOR: 434 TINA NELSON

COLOR		YEAR	MAKE/MODEL		SERVICE ADVISOR: 434 TINA NELSON				
			VIN		LICENSE	MILEAGE IN/OUT		TAG	
BROWN		18	FORD CHASSIS		1F66F5DY7J0A12866		7475/7475		TKHAN
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
21DEC17 DD				17:00 25FEB20					
R.O. OPENED		READY		OPTIONS:		VAR	CASH	13MAR20	

15:17 25FEB20 16:17 13MAR20
 LINE OPCODE TECH TYPE HOURS

A CUST STATES THERE IS A NOISE COMING FROM THE TRANSMISSION WHEN GOING INTO DRIVE. CHECK AND ADVISE

CAUSE:

7000A AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE
 AND INSTALL OR REPLACE (7000) - L
 360WF001

1 FT*187* SCREEN ASY

8 XT*10*BLV MERCON LV

1 CC4Z*7902*A CONVERTER ASY

1 HC3Z*7A103*A PUMP ASY - OIL

4 *W715618*S437 NUT

1 BC3Z*7A248*C SEAL

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

7000A6 AUTOMATIC TRANSMISSION FRONT PUMP
 REPLACE (7A103) - L
 360WF001

FC: N18 91

PART#: CC4Z*7902*A

COUNT:

CLAIM TYPE:

AUTH CODE:

360

(N/C)

confirmed customer complaint. test drove vehicle and found grinding noise in every gear besides neutral and park. removed transmission pan and found no issues. removed transmission from vehicle. removed torque converter from transmission and found deep scarring on torque converter and front pump. removed valve body and inspected for contamination. no contamination found. installed new front pump and torque converter in vehicle. reassembled vehicle and test drove. no more issues at this time.



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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

EXHIBIT A
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CUSTOMER COPY

OWNER #: J0A12866

232367



INVOICE

MOUNTAIN HOME AUTO RANCH
2800 American Legion Blvd * P.O. Box 520
Mountain Home, Idaho 83647
Local 208-580-1000
Toll Free 1-800-743-3326 * Fax 208-587-5291

ADALYN KHAN
PO BOX 4312
BOISE, ID 83711-4312
HOME: 208-353-4685 CONT: 208-353-4685

PAGE 2

SERVICE ADVISOR: 434 TINA NELSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BROWN	18	FORD CHASSIS	1F66F5DY7J0A12866		7475/7475	TKHAN	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	
21DEC17 DD			17:00 25FEB20		VAR	CASH	
R.O. OPENED	READY	OPTIONS:				13MAR20	
15:17 25FEB20	16:17 13MAR20						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

QuickLane NOW OPEN FOR ALL YOUR MAINTENANCE
NEEDS...WE SERVICE ALL MAKES AND MODELS!!!!

THANK YOU FOR ALLOWING US TO SERVE YOU!!!!



LINCOLN

CHRYSLER

DODGE

Jeep



RAM

Quick Lane
TIRE & AUTO CENTER

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CUSTOMER SIGNATURE

DESCRIPTION**TOTALS**

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

EXHIBIT D

19

COMPLAINT

LEMON LAW GROUP PARTNERS PLC
3323 NORTHEAST 163 STREET, SUITE 504
NORTH MIAMI BEACH, FL 33160

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law

P.O. Box 16893
Portland, OR 97292

Telephone (888) 415-0610

Facsimile (888) 809-7010

Email: info@lemonlawgrouppartners.com

January 27, 2020

Jayco, Inc., Customer Service
903 S Main Street
P.O. Box 460
Middlebury, IN 46540

Re: Madalyn & Khalid Khan
Vehicle: 2019 Entegra 36U
VIN: 1F66F5DY7J0A12866

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Madalyn & Khalid Khan relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Jessica Molligan

Of Counsel Attorney for Plaintiff

CC: Bretz RV & Marine, 4180 Broadway Ave #5301, Boise, ID 83705